

C/CAG
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
OF SAN MATEO COUNTY

*Atherton • Belmont • Brisbane • Burlingame • Colma • Daly City • East Palo Alto • Foster City • Half Moon Bay • Hillsborough • Menlo Park
Millbrae • Pacifica • Portola Valley • Redwood City • San Bruno • San Carlos • San Mateo • San Mateo County • South San Francisco • Woodside*

AGENDA

The next meeting of the Legislative Committee
will be as follows.

PLEASE NOTE THAT WE WILL BE MEETING AT 5:00 P.M. in the 2nd Floor Auditorium!!

Date: Thursday, December 14, 2006 – 5:00 p.m. to
7:00 p.m. Dinner will be served.
Place: San Mateo County Transit District Office¹
1250 San Carlos Avenue
2nd Floor Auditorium
San Carlos, California

PLEASE CALL DIANA SHU (599-1414) IF YOU ARE UNABLE TO ATTEND.

- | | | | | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------------------------|-------------------------|
| 1. | Public comment on items not on the agenda. | Presentations are limited to 3 minutes. | | 5:00 p.m.
5 minutes. |
| 2. | Approval of minutes from November 9, 2006. | Action (Shu) | Pages S2-1 to S2-4 | 5:05 p.m.
5 minutes |
| 3. | Briefing from C/CAG's Lobbyist in Sacramento (via conference call).

A position may be taken on any legislation, including legislation not previously identified. | Potential Action (Wes Lujan) | | 5:10 p.m.
35 minutes |
| 4. | Review and approval of State Legislative Priorities for the 2007 Legislative Session. | Potential Action (Napier) | Pages S4-1 to S4-2
Att S4-A1-1 to 4; S4-A2-1 to 2 | 5:45 p.m.
15 minutes |

¹From Route 101 take the Holly Street (west) exit. Two blocks past El Camino Real go left on Walnut. The entrance to the parking lot is at the end of the block on the left, immediately before the ramp that goes under the building. Enter the parking lot by driving between the buildings and making a left into the elevated lot. Follow the signs up to the levels for public parking.

For public transit access use SamTrans Bus lines 390, 391, 292, KX, PX, RX, or take CalTrain to the San Carlos Station and walk two blocks up San Carlos Avenue.

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- | | | | | |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|--------------------------------------------------------|-------------------------|
| 5. | Review and approval of agreement with Advocation, Inc. to provide Lobbying services during the 2007 Legislative Session for an amount of \$72,000. | Action
(Shu) | Pages S5-1
To S54 | 6:00 p.m.
10 minutes |
| 6. | Review and Approval of Legislative scorecard | Action
(Shu) | Pages S6-1
Att S6-A1-1
S6-A2-1to2
S6 A3-1to 2 | 6:10 p.m.
15 minutes |
| 7. | Possible C/CAG Advocation at Federal Level | Potential Action
(Shu) | Pages S7-1
att
S7-A1 to 8 | 6:25 pm
10 minutes |
| 8. | Establish date and time for next meeting. | Action
(Gordon) | | 6:35 p.m.
5 minutes |
| 9. | Other Items/Comments from Guests. | Potential Action
(Gordon) | | 6:40 p.m.
5 minutes |
| 10. | Adjournment. | Action
(Gordon) | | 6:45 p.m. |

NOTE: All items appearing on the agenda are subject to action by the Committee. Actions recommended by staff are subject to change by the Committee.

Other enclosures/Correspondence

None

**CITY/COUNTY ASSOCIATION OF GOVERNMENTS
LEGISLATIVE COMMITTEE**

**MINUTES
MEETING OF NOVEMBER 9, 2006**

At 5: 05 P.M. Chairwoman Deborah Gordon called the meeting to order in the Second Floor Auditorium at the San Mateo Transit District Office.

Committee Members Attending:

Deborah Gordon, Chair (C/CAG Member - Town of Woodside)
Judith Christensen (C/CAG Member - Daly City)
Marc Hershman (C/CAG Member - City of Millbrae)
Tom Kasten, Vice Chair (C/CAG Member - Hillsborough)
Linda Koelling (C/CAG Member - Foster City)
Rosalie O'Mahony (C/CAG Member - City of Burlingame) - arriving at 5:08 PM
Sepi Richardson (C/CAG Board Member - City of Brisbane)

Guests or Staff Attending:

Richard Napier (C/CAG Executive Director)
David Burruto (Senator Leland Yee's Office)
Jim Bigelow (CMEQ Committee)
Brian Moura (Assistant City Manager - San Carlos)
Walter Martone (Deputy Director of Administrative Services and Airports, SMC DPW)
Sandy Wong (C/CAG Staff, Transportation Systems Coordinator)
Nancy Blair (C/CAG Staff, Administrative Assistant)
Jerry Grace (Oakland Resident)
Brian Lee (Deputy Director Engineering and Resource Protection, SMC DPW)
Diana Shu, (Senior Civil Engineer, SMC DPW)
Wes Lujan- by conference call (Advocation).

1. Public comment on items not on the agenda.

None.

2. Approval of minutes from September 14, 2006.

Quorum: minimum 5 voting members present

Motion:

Marc Hershman moved to approve the minutes as corrected.

Tom Kasten seconded the motion.

Motion passed 6-0.

3. Briefing from C/CAG's Lobbyist in Sacramento (via conference call).

Wes Lujan reported on the following:

- a) Review of November 7, 2006 Election results
 - 1. Proposition 1A (protection of the sales tax on fuel) - Passed
 - 2. Proposition 1B (transportation infrastructure) - Passed
 - 3. Proposition 1C (housing) - Passed
 - 4. Proposition 1D (education) - Passed
 - 5. Proposition 1E (flood control) - Passed
 - 6. Proposition 84 (environmental programs) - Passed
 - 7. Proposition 87 (tax on oil profits) - Failed
 - 8. Proposition 90 (eminent domain) - Failed
 - 9. County Parks Measure - Failed
- b) \$300 million Prop 1E plus \$90 million Prop 84 for storm-water/ flood related projects.
- c) Currently, there is strong bipartisan support. However, this may change during the upcoming budget cycle and pending the implementation of infrastructure bonds.
- d) Wes suggests that we take advantage of the opportunities that lie ahead for the county in light of the current political changes and the resources available for storm-water projects. Richard Napier to task Storm-water Committee Manager to look into opportunities to execute projects as the funding becomes available.
(Action for Richard Napier)
- e) Governor likes to see consensus and support from local groups Therefore bills, which demonstrate these factors, are more likely to pass.
 - 1. The extension of AB 1546 should be addressed this year.
 - 2. SB 1611 did not get to Governor.
 - 3. AB 2538- Transportation funds: planning, programming and monitoring. Bill was Chaptered: \$400K per year in planning activities for C/CAG.
 - 4. AB 2987 (Cable and video service) Chaptered.
 - 5. SB 1225 (Service authority: registration and service fees) was vetoed.
- f) Need to broadcast what we are doing with the funds. Need to update legislators the C/CAG programs. C/CAG Staff will work with Wes to develop a method to inform the legislators on the issues. **(Action for Richard Napier)**

4. Status on the Governor's Actions on Legislation

Reviewed the Governor's actions on legislation. Bills enacted on or before October 2, 2006 will take effect on January 1, 2007

5. Review and approval of State Legislative Priorities for the 2007 Legislative Session

It was suggested that the priorities be organized into the following categories:
Protection of Revenues
Maintain Costs

- Increase Revenues Sources
- Other Issues

Committee recommends that priorities be modified as listed below:

Old Objective #s	Description	New Objectives #s
1	NPDES	1
2	Protect diversion of local revenues	2
5	Protect against increase in costs	3
6	Support lowering 2/3 super majority	4
3	Transportation Funding	5
8A	State budget (first four items)	6
8B	Retirement (last four items)	Not ranked
4, 7, 9, 10	All others	Not ranked

(Action for C/CAG's Staff for next month: prioritize according to above categories, track issues according to these priorities, and reorganize the priority list.)

6. Review and approval of an amendment to the agreement with Advocation, Inc. to provide Lobbying services during the 2007 Legislative Session for an amount of \$72,000.

Current contract allows for extensions up to three years beyond the contract term of three years. This amendment will extend the current contract to 5 of the maximum 6 years. Next year, C/CAG will prepare a RFP (Request for Proposal) in accordance with Board adopted policies.

Motion:

Marc Hershman moved to approve a one-year extension for Advocation, Inc. for a contract amount of \$72,000

Rosalie O'Mahony seconded the motion.

Motion passed 7-0.

7. Establish date and time for next meeting (November 9, 2006).

The next regularly scheduled meeting for the Committee will be on Thursday, December 14, 2006 at 5:00 PM, Second Floor Auditorium at the San Mateo Transit District Office.

8. Other items/Comments from Guests.

Marc Hershman suggested that C/CAG take advantage of the expanded influence that California has in Congress (Potential Speaker of the House Leader Nancy Pelosi – Democrat California) and consider a more active role at the federal level. There may be an opportunity to pursue legislation to benefit San Mateo County. C/CAG may wish to consider obtaining a federal lobbyist. **(Action for Richard Napier)**

David Burruto (Senator Leland Yee's Office) – Pointed out there are many changes in both the State Senate and State Assembly. David suggests moving carefully on C/CAG priorities. The Senator's office is willing support C/CAG toward moving legislative issues and bills forward.

Jerry Grace (Oakland resident) – Very happy about outcome of passage of storm-water/flood related bills.

Committee expressed appreciation for Walter Martone who has been promoted to Deputy Director of Administrative Services and Airports, San Mateo County Department Public Works.

9. Adjournment.

The meeting was adjourned at approximately 6:45 P.M.

C/CAG AGENDA REPORT

Date: December 14, 2006
To: C/CAG Legislative Committee
From: Richard Napier, Executive Director
Subject: **Review and Approval of State Legislative Priorities
for the 2007 Legislative Session**

(For further information or questions contact Richard Napier at 599-1420 or
Diana Shu at 599-1414)

RECOMMENDATION

Review and Approval of State Legislative Priorities for the 2007 Legislative Session in
accordance with Staff recommendations.

FISCAL IMPACT

None.

SOURCE OF FUNDS

Not applicable.

BACKGROUND/DISCUSSION

In the November 9, 2006 meeting, board members directed C/CAG staff to modify and clarify
the priorities into the following categories:

- Preserve Funding Sources
- Maintain Costs
- Increase Funding Sources
- Policy Direction

For each objective, Staff added a column to indicate the Priority/Emphasis and its association to
the above categories. Given the highly focused and targeted approach of C/CAG's legislative
program, it was necessary to prioritize the specific objectives. It was not realistic to prioritize
based on the four broad categories as some objectives fall into more than one category.

The priorities are mainly focused around C/CAG's primary role/ function with some priorities on
major funding/ cost and policy issues for the Cities/ County.

ATTACHMENTS

1. C/CAG Legislative Priorities For 2007
2. 2007-Assembly Committee Assignments:

ALTERNATIVES

1. Accept current C/CAG Legislative Priorities For 2007 with changes
2. Not accept and continue discussions.

C/CAG LEGISLATIVE PRIORITIES FOR 2007

The C/CAG Legislative Priorities are focused on two broad areas. 1- Funding – Preserve Funding/ Maintain Costs/ Increase Funding and 2- Policy Direction. The priorities are mainly focused around C/CAG’s primary role/ function with some priorities on major funding/ cost and policy issues for the Cities/ County. It is not within C/CAG’s current charter to pursue all issues of direct interest to the Cities and County.

Objective	Strategy	Relevant Bills	Priority/ Emphasis
1. Secure stable funding to pay for increased NPDES mandates.	<ul style="list-style-type: none"> • Support efforts to exempt NPDES from the super majority voting requirements. • Include NPDES as a priority for funding in new sources of revenues (i.e. water bonds). • Advocate for C/CAG and San Mateo County jurisdictions to be identified as a pilot project to receive earmarked funding. • Support efforts to reduce NPDES requirements as a way to stimulate business development while still working to improve the quality of the Ocean, Bay, streams, creeks, and other waterways. • Support efforts to reform the NPDES program while still working to improve the quality of the Ocean, Bay, streams, creeks, and other waterways. • Support efforts to place the burden/ accountability of reporting, managing and meeting the NPDES requirements on the responsible source not the City or County. • Oppose efforts to require quantitative limits and Total Maximum Daily Load (TMDL) measures since there are insufficient scientific methods to evaluate the benefits. For this reason C/CAG instead supports the implementation of Best Management Practices (BMP’s) to the maximum extent practicable. 	<ul style="list-style-type: none"> • Support and aggressively work for the passage of ACA 13. 	<p>ONE</p> <p>-----</p> <p>INCREASE FUNDING</p>

2. Protect against the diversion of local revenues including the protection of redevelopment funds and programs.	<ul style="list-style-type: none"> • Support League and CSAC Initiative to protect local revenues including interpretation and implementation of Proposition 1A. • The 20% redevelopment housing set aside is the primary source of housing funds for cities and counties and must be protected and preserved. 		<p>TWO</p> <p>-----</p> <p>PRESERVE FUNDING</p>
3. Protect against increased local costs resulting from State action without 100% State reimbursement for the added costs.	<ul style="list-style-type: none"> • Ensure that there is real local representation on State Boards and Commissions that are establishing policies and requirements for local programs. • Advocate for the appointment of Administration Officials who are sensitive to the fiscal predicament faced by local jurisdictions. • Oppose State action to dictate wage and benefits for local employees. • Oppose State action to restrict the ability of local jurisdictions to contract for services. • Advocate for State actions that are required to take into consideration the fiscal impact to local jurisdictions. 		<p>THREE</p> <p>-----</p> <p>PRESERVE FUNDING/ MAINTAIN COST</p>
4. Support lowering the 2/3 rd super majority vote for local special purpose taxes.	<ul style="list-style-type: none"> • Support bills that reduce the vote requirement for special taxes such as public safety, infrastructure, and transportation. • Oppose bills that lower the threshold, but dictate beyond the special tax category, how locally generated funds can be spent. • Support bills that reduce the vote requirement for special taxes but increase the vote requirement for general taxes. 		<p>FOUR</p> <p>-----</p> <p>INCREASE FUNDING</p>
5. Encourage the State to protect transportation funding and develop an equitable cost-sharing arrangement to pay for any cost overruns on the construction of the Bay Bridge.	<ul style="list-style-type: none"> • Urge the State to restrict or eliminate transfer of State transportation funds to the State General Fund. • Urge the State to continue to pursue a solution to the Federal Ethanol tax problem. • Urge the State to pay back the previous loans within the next four years. 		<p>FIVE</p> <p>-----</p> <p>PRESERVE FUNDING</p>

	<ul style="list-style-type: none"> • Direct the C/CAG legislative advocate to monitor and advocate these positions. • Oppose efforts to divert any of the Regional Measure 2 funds to pay for any Bay Bridge cost overruns. 		
6. Advocate for revenue solutions to address State budget issues that are also beneficial to Cities/ Counties	<ul style="list-style-type: none"> • Support measures to realign the property tax with property related services. • Support measures to ensure that local governments receive appropriate revenues to service local businesses. • Support measures to collect sales tax on Internet transactions. • Support expansion of the sales tax to personal and professional services. 		<p>SIX</p> <p>-----</p> <p>INCREASE FUNDING</p>
	LEGISLATIVE ACTIONS NOT PRIORITIZED		
7. Advocate for solutions to address State budget issues on Retirement and health coverage.	<ul style="list-style-type: none"> • Support new public sector retirement plans that cut costs and encourage longevity. • Support efforts to restructure PERS to be more accountable to employers. • Support efforts to moderate increases in PERS/STRS employer contributions. • Support development of new revenue sources for safety retirement systems. 		<p>WATCH FOR LEGISLATION THAT MAY BE INTRODUCED ADDRESSING THESE ISSUES</p> <p>-----</p> <p>PROTECT FUNDING/ MAINTAIN COSTS</p>
8. Guard the right of local jurisdictions to establish and enforce local land use policy (support the efforts of the League, but do not take an active role).	<ul style="list-style-type: none"> • Oppose efforts to limit the ability of local jurisdictions to determine appropriate land uses within its boundaries. • Support efforts that provide added flexibility to local jurisdictions so that they can implement smart growth programs. 		<p>WATCH FOR LEGISLATION THAT MAY BE INTRODUCED ADDRESSING THESE ISSUES</p> <p>-----</p> <p>INCREASE FUNDING</p>
9. Support incentives for increasing low and moderate income housing stock, and oppose State housing mandates.	<ul style="list-style-type: none"> • Support efforts to allow jurisdictions to contribute to affordable housing projects in other jurisdictions and receive State credit for the contribution. • Oppose State dictated criteria for the approval of housing. 		<p>WATCH FOR LEGISLATION THAT MAY BE INTRODUCED ADDRESSING THESE ISSUES</p>

	<ul style="list-style-type: none"> • Support incentives for housing that represent new funding. • Oppose redirecting existing revenues and adding new requirements. • Support efforts to give jurisdictions increased flexibility to meet housing needs. 		<p>-----</p> <p>INCREASE FUNDING/</p> <p>POLICY DIRECTION</p>
10. Monitor studies related to the elimination of the Hetch-Hetchy Reservoir.	<ul style="list-style-type: none"> • Coordinate with BAWSCA and support efforts to provide a reliable supply of quality water at a fair price. 		<p>FOLLOW BILLS THAT DEAL WITH THIS TOPIC</p> <p>-----</p> <p>MAINTAIN COSTS</p>
11. Support alternative energy initiatives.	<ul style="list-style-type: none"> • Support efforts to develop incentives for alternative energy and green building programs including reclaimed water. • Support implementation of State Greenhouse Gas initiative. 		<p>FOLLOW BILLS THAT DEAL WITH THIS TOPIC</p> <p>-----</p> <p>MAINTAIN COSTS/ INCREASE FUNDING</p>
12. Support congestion pricing as a tool to manage traffic congestion.	<ul style="list-style-type: none"> • Support a congestion pricing demonstration on the Dumbarton Bridge (such as a high-occupancy-toll lane) to address traffic congestion in the 2020 Peninsula Gateway Corridor study area. 		<p>HOLD FOR FUTURE CONSIDERATION</p> <p>-----</p> <p>POLICY DIRECTION</p>

2007-Assembly Committee Assignments:

Speaker Fabian Nunez, after being unanimously re-elected by the Assembly for his third term, reports appointing the following committee **chairs** for the 2007-08 Regular Session. All are effective immediately:

- Aging and Long-Term Care: Patty Berg
- Agriculture: Nicole Parra
- Appropriations: Mark Leno
- Arts, Entertainment, Sports, Tourism and Internet Media: Betty Karnette
- Banking and Finance: Ted Lieu
- Budget: John Laird
- o Subcommittee No. 1 on Health and Human Services: Patty Berg
- o Subcommittee No. 2 on Education Finance: Julia Brownley
- o Subcommittee No. 3 on Resources: Ira Ruskin**
- o Subcommittee No. 4 on State Administration: Juan Arambula
- o Subcommittee No. 5 on Information Technology/Transportation: Mike Feuer
- Business and Professions: Mike Eng
- **Education: Gene Mullin**
- Elections and Redistricting: Curren Price
- Environmental Safety and Toxic Materials: Jared Huffman
- Governmental Organization: Alberto Torrico
- Health: Mervyn Dymally
- Higher Education: Anthony Portantino
- Housing and Community Development: Lan Saldana
- Human Services: Jim Beau
- Insurance: Joe Coto
- Jobs, Economic Development and the Economy: Juan Arambula
- Judiciary: Dave Jones
- Labor and Employment: Sandre Swanson
- Local Government: Anna Caballero
- Natural Resources: Loni Hancock
- Public Employees, Retirement and Social Security: Ed Hernandez
- Public Safety: Jose Solorlo

- Revenue and Taxation: Chuck Calderon
- Rules: Hector De La Torre
- Transportation: Pedro Nava
- Utilities and Commerce: Lloyd Levine
- Veterans Affairs: Mary Salas
- Water, Parks and Wildlife: Lois Wolk Assembly Democratic Caucus Leadership:
- Speaker pro Tempore: Sally Lieber
- Assistant Speaker pro Tempore: Laura Richardson
- Majority Floor Leader: Karen Bass
- Assistant Majority Floor Leader: Kevin de Leon
- **Majority Whip: Fiona Ma**
- Assistant Majority Whip: Mary Hayashi
- Democratic Caucus Chair: Noreen Evans

Contact: Richard Stapler 916 319 2408.

Speaker Nunez also reports naming Asm. Nell Soto chair of the Joint Legislative Audit Committee. The committee is made up of both State Senators and Assemblymembers with an Assemblymember serving as chair.

C/CAG AGENDA REPORT

Date: December 14, 2006

To: City/County Association of Governments Board of Directors

From: Legislative Committee

Subject: **Review and approval of agreement with Advocation, Inc. to provide Lobbying services during the 2007 Legislative Session for an amount of \$72,000.**

(For further information or questions contact Richard Napier at 599-1420 or Diana Shu at 599-1414)

RECOMMENDATION

That the C/CAG Board approve Resolution 06-43 authorizing the C/CAG Chair to execute an amendment to the agreement with Advocation, Inc. to provide Lobbying services during the 2007 Legislative Session for an amount of \$72,000.

FISCAL IMPACT

The cost of the outside lobbyist for 2007 will not exceed \$72,000 (including monthly retainer and expenses). This amount is the same as the amount paid to Advocation during 2006. The \$72,000 is programmed in the FY 2006-07 C/CAG budget.

SOURCE OF FUNDS

The source of the funds for the lobbyist will be from Congestion Management and National Pollutant Discharge Elimination System (NPDES) revenues.

BACKGROUND/DISCUSSION

Since November 2002 C/CAG has had a Legislative Committee. A State Legislative Lobbyist was retained for the 2003 thru 2006 Legislative sessions. C/CAG contracted with Advocation, Inc. for these services. Thirteen (13) bills were Chartered during the 2006 legislative session, of which four (4) were opposed by C/CAG. Propositions 1A, 1B and AB 2538 were approved which will result in significant funds for C/CAG. Advocation was active in representing C/CAG's position on these bills.

It is recommended that the C/CAG Board continue C/CAG's efforts to impact State Legislation by renewing the agreement with Advocation, Inc. for the 2007 Legislative Session at an added cost of \$72,000. The amount represents no change from the current annual amount. This recommendation was based on an evaluation of C/CAG's Legislative Program

and the performance of Advocation as the C/CAG Lobbyist during the 2006 Legislative Session.

The Legislative Committee recommended approval in concept at the November meeting. This action is the Resolution approving execution of the contract with Advocation.

C/CAG PROCUREMENT POLICY

The C/CAG Procurement Policy allows for an initial contract for consulting services to continue for up to three years, with an extension of an additional three years if desired. This amendment is consistent with these time frames. Next year, C/CAG will prepare a Request for Proposal (RFP) in accordance with board policies.

ATTACHMENTS

- Resolution 06-43
- Amendment to the Agreement with Advocation.

RESOLUTION 06-43

*** * * * ***

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG CHAIR TO
EXECUTE AN AMENDMENT TO THE AGREEMENT WITH ADVOCATION, INC.
TO PROVIDE LOBBYING SERVICES DURING THE 2007 LEGISLATIVE SESSION
FOR AN AMOUNT OF \$72,000**

*** * * * ***

RESOLVED, by the Board of Directors of the City/County Association of Governments of San Mateo County (C/CAG), that

WHEREAS, C/CAG is a joint powers agency representing all twenty-one local jurisdictions in San Mateo County; and

WHEREAS, the C/CAG Board has determined that it is vital and necessary that its interests be actively promoted with the California Legislature and Administration; and

WHEREAS, C/CAG has determined that outside lobbying services would be the most appropriate method to ensure that C/CAG is adequately represented in the legislative and administrative processes in the Capitol of the State of California; and

WHEREAS, ADVOCATION initially competed through a request for proposals and qualifications, and C/CAG selected ADVOCATION to provide these services in 2003 thru 2006; and

WHEREAS, ADVOCATION has verified that it is qualified and properly licensed to provide these services; and

WHEREAS, the C/CAG Board has determined that it desires to continue these services for calendar year 2007, ending on December 31, 2007.

NOW, THEREFORE, BE IT RESOLVED that the Chair of the Board of Directors of C/CAG is hereby authorized and directed to execute said amendment to the agreement with Advocation, Inc. for an amount not to exceed \$72,000 for and on behalf of C/CAG, subject to approval as to form by C/CAG Legal Counsel. The new grand total for this agreement will be \$336,000. All provisions of the original agreement with Advocation adopted on December 12, 2002 will remain the same.

PASSED, APPROVED, AND ADOPTED THIS 14TH DAY OF DECEMBER 2006.

James M. Vreeland Jr., Chair

**AMENDMENT TO THE AGREEMENT FOR SERVICES BETWEEN THE
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO
COUNTY AND ADVOCATION, INC.**

WHEREAS, the City/County Association of Governments for San Mateo County (hereinafter referred to as C/CAG) has entered into an agreement for services with Advocacion, Inc. (hereinafter referred to as Consultant) on December 12, 2002; and

WHEREAS, that agreement was amended on December 11, 2003, November 11, 2004, and December 8, 2005, to extend the period of time and to provide additional funding to continue the provision of lobbying services through December 31, 2007; and

WHEREAS, the C/CAG Board has decided that it desires to have Consultant continue to provide these services for an additional year; and

WHEREAS, Consultant has reviewed and accepted this amendment.

THEREFORE IT IS HEREBY AGREED by the C/CAG Chair and Consultant that:

1. The added funding provided to Consultant by C/CAG under this amendment will be seventy-two thousand dollars (\$72,000), thereby making the new total contract amount three hundred and thirty six thousand dollars (\$336,000); and

2. All other provisions of the original agreement between C/CAG and Consultant dated December 12, 2002 and subsequent amendments shall remain in full force and effect; and

3. This amendment to the agreement shall take effect upon signature by both parties.

For C/CAG Chair:

For Consultant:

James M. Vreeland Jr., Chair

Signature

By: _____

Date: _____

Date: _____

Approved as to form:

Miruni Soosaipillai, C/CAG Legal Counsel

C/CAG AGENDA REPORT

Date: December 14, 2006
To: C/CAG Legislative Committee
From: Richard Napier, Executive Director
Subject: Review and Approval of Legislative Scorecard
For 2004-06 Legislative Session

(For further information contact Diana Shu at 599-1414)

RECOMMENDATION

Review and Approval of Legislative Scorecard For 2004-06 Legislative Session in accordance with staff recommendations.

FISCAL IMPACT

None.

SOURCE OF FUNDS

Not applicable.

BACKGROUND/DISCUSSION

Attached report is a summary of the 2004-06 Legislative Votes by Senators Simitian and Speier, and Assemblymembers Mullin, Ruskin and Yee.

Calculations were based on the number of times an individual voted for a particular bill. One support point was scored if a "yes" vote was logged for bills supported by C/CAG and one support point was scored if a "no" vote was logged for bills which was opposed by C/CAG. Similarly an oppose point was scored if the individual voted against C/CAG's position. Absent votes were not scored.

ATTACHMENTS

1. 2004-2006 Voting Record For San Mateo County Legislative Delegation
2. Votes Cast By Legislators
3. Consistency with C/CAG Positions By Legislators

2004-2006 VOTING RECORD FOR SAN MATEO COUNTY LEGISLATIVE DELEGATION

TOTAL VOTES ON BILLS THAT C/CAG TOOK A POSITION ON	Simitian	Speier	Mullin	Ruskin	Yee
Total votes supporting C/CAG's positions (does not include reconsideration or suspense file votes).	21	14	20	13	19
Total votes opposing C/CAG's positions (does not include reconsideration or suspense file votes).	10	7	8	5	11
Percent voting with C/CAG (does not include reconsideration or suspense file votes).	68%	67%	71%	72%	63%
Total Possible Votes Cast	31	21	28	18	30

Method of Calculation:

Supports C/CAG position get 1 support point. Opposes C/CAG position gets 1 oppose point.

Total possible votes cast equals the number of times legislator votes on bills C/CAG took positions on.

Percent voting with C/CAG equals the number of times a legislator voted in support of C/CAG divided by the total possible votes cast.

2004-2006 Action Report Summary Table by Bill Number
Scorecard of voting for 2004-06 Legislative Years

Votes Cast By Legislators

[illegible]

2004-2006 Action Report Summary Table by Bill Number
Scorecard of voting for 2004-06 Legislative Years

Votes Cast By Legislators

No.	Category	Bill	Author	Description	C/CAG positions				Simitian			Speler			Mullin			Ruskin			Yee		
					support	support w/admen dments	neutral	opposed	yes	abse t	no	es	abse t	no		e t	no	yes	se t	no	yes	abse t	no
25	Land Use Authority	SB 1059	Escutia	Electric transmission corridors			x		3			2	1			1		1			2		
26	Transportation-All	SB 1161	Alarcon	State highways: design-sequencing contracts.			x		2														
27	Redevelopment	SB 1206	Kehoe	Redevelopment				x	2			2			2			1			3		
28	Eminent Domain	SB 1210	Torlakson	Eminent domain				x	2			2			2			1			3		
29	Vehicle Abatement	SB 1225	Chesbro	Service authority: registration and service fees	x				2					1	1			1			2		
30	Housing	SB 1330	Dunn	Housing developments: attorney's fees.			x		1						1	1							
31	Transportation-All	SB 1611	Simitian	Congestion management fees.	x				2			1											
32	Telecommunications	SB 1627	Kehoe	Wireless telecommunications facilities.				x	3			2			2			1			1	1	
33	Transportation - Roads	SB 172	Torlakson	Bay area state-owned toll bridges: financing.	x				2			1	1										
34	Solid Waste & Recycling	SB 369	Simitian	Solid waste: tire recycling; rubberized asphalt concrete.	x				4			1	2		2			2			3		
35	Transportation - Roads	SB 371	Torlakson	Public contracts: design-build contracting: transportation entities.	x				2			2											
36	Land Use Authority	SB 53	Kehoe	Redevelopment			x		2						2			1			2		
37	Housing	SB 832	Perata	Punitive damages			x		3			2			5			4			4		1
38	Telecommunications	SB 850	Escutia	Broadband telecommunications service			x		2														
39	Telecommunications	SB 909	Bowen	Broadband services			x		3			2			2			2			2		
					58	1	1		31	5	2	53	2	1	37	0	1	59	1	1			

2004-2006 Action Report Summary Table by Bill Number
Scorecard of voting for 2004-06 Legislative Years

Consistency with C/CAG Positions By Legislators

No.	Category	Bill	Author	Description	C/CAG positions				Simitian		Speier		Mullin		Ruskin		Yee	
					support	support w/admndments	neutral	opposed	support	oppose	support	oppose	support	oppose	support	oppose	support	oppose
1	Smart Growth	AB 1020	Hancock	Transportation planning: improved travel models.			x											
2	Land Use Authority	AB 1162	Mullin	Eminent domain.	x				1	0	1	0	3	0	1	0	2	0
3	Sales Tax	AB 1282	Mullin	Income taxes: credits: child care.			x											
4	Transportation - Roads	AB 1329	Wolk	Design-build contracting: cities.	x				0	0	1	0	2	0	2	0	2	0
5	Airport Land Use	AB 1358	Mullin	Acquisition of proposed schoolsites: notice.	x				1	1	2	0	3	0	1	0	2	0
6	Telecommunications	AB 1547	Levine	Alluvial Fan Task Force			x											
7	Water	AB 1665	Laird	Water resources.			x											
8	Transportation - Transit	AB 1699	Frommer	Commuter and intercity passenger trains: push-pull operation: study.			x											
9	Transportation-All	AB 2444	Klehs	Congestion management and motor vehicle environmental mitigation fees.			x											
10	Transportation - Other	AB 2538	Wolk	Transportation funds: planning and programming: regional agencies.		x			2	0	1	0	1	0	1	0	2	0
11	Vehicle Abatement	AB 2681	Pavley	Vehicles: registration fees: fines.	x				2	0	1	0	2	0	2	0	3	0
12	Telecommunications	AB 2987	Nunez	Cable and video service				x	0	2	1	0	1	1	1	1	0	3
13	Local Govt Finance	AB 3026	Lieber	Workers' compensation: peace officers				x	0	0	0	0	0	1	0	1	0	1
14	Environment	AB 315	Hancock	School facilities: energy efficiency: design standards	x				1	0	1	0	3	0	1	0	2	0
15	Environment	AB 32	Nunez	Air pollution: greenhouse gases: California Global Warming Solutions Act of 2006			x											
16	Other Local Govt Interest	AB 707	Hancock	Voting by mail: June 6, 2006, primary election.	x				0	0	0	0	2	0	1	0	1	0
17	Budget	ACA 1	Calderon	Two-Year Budget			x											
18	Transportation-All	ACA 11	Oropeza	Transportation funds: loans.	x				0	0	0	0	0	0	0	0	0	0
19	Stormwater (NPDES)	ACA 13	Harman	Local government: assessments and fees or charges.		x			0	0	0	0	0	0	0	0	0	0
20	Land Use Authority	ACA 15	Mullin	Eminent domain: redevelopment.			x											
21	Transportation-All	ACA 4	Plescia	Transportation Investment Fund.	x				0	0	0	0	0	0	0	0	0	0
22	Transportation-All	ACA 9	Bogh	Motor vehicle fuel sales tax revenue.	x				0	0	0	0	0	0	0	0	0	0
23	Local Govt Finance	ACR 79	Aghazarian	Fee Payers Bill of Rights			x											
24	Transportation - Roads	SB 1024	Perata	Public works and improvements: bond measure.	x				2	0	1	0	0	0	0	0	0	0

2004-2006 Action Report Summary Table by Bill Number
Scorecard of voting for 2004-06 Legislative Years

Consistency with C/CAG Positions By Legislators

No.	Category	Bill	Author	Description	C/CAG positions				Simitian		Speier		Mullin		Ruskin		Yee	
					support	support w/admen dments	neutral	opposed	support	oppose	support	oppose	support	oppose	support	oppose	support	oppose
25	Land Use Authority	SB 1059	Escutia	Electric transmission corridors			x											
26	Transportation-All	SB 1161	Alarcon	State highways: design-sequencing contracts.			x											
27	Redevelopment	SB 1206	Kehoe	Redevelopment				x	0	2	0	2	0	2	0	1	0	3
28	Eminent Domain	SB 1210	Torlakson	Eminent domain				x	0	2	0	2	0	2	0	1	0	3
29	Vehicle Abatement	SB 1225	Chesbro	Service authority: registration and service fees	x				2	0	0	1	1	0	1	0	2	0
30	Housing	SB 1330	Dunn	Housing developments: attorney's fees.			x											
31	Transportation-All	SB 1611	Simitian	Congestion management fees.	x				2	0	1	0	0	0	0	0	0	0
32	Telecommunications	SB 1627	Kehoe	Wireless telecommunications facilities.				x	0	3	0	2	0	2	0	1	0	1
33	Transportation - Roads	SB 172	Torlakson	Bay area state-owned toll bridges: financing.	x				2	0	1	0	0	0	0	0	0	0
34	Solid Waste & Recycling	SB 369	Simitian	Solid waste: tire recycling: rubberized asphalt concrete.	x				4	0	1	0	2	0	2	0	3	0
35	Transportation - Roads	SB 371	Torlakson	Public contracts: design-build contracting: transportation entities.	x				2	0	2	0	0	0	0	0	0	0
36	Land Use Authority	SB 53	Kehoe	Redevelopment			x											
37	Housing	SB 832	Perata	Punitive damages			x											
38	Telecommunications	SB 850	Escutia	Broadband telecommunications service			x											
39	Telecommunications	SB 909	Bowen	Broadband services			x											
									21	10	14	7	20	8	13	5	19	11
									68%	32%	67%	33%	71%	29%	72%	28%	63%	37%

C/CAG AGENDA REPORT

Date: December 14, 2006
To: C/CAG Legislative Committee
From: Richard Napier, Executive Director
Subject: **Possible C/CAG Advocacy at Federal Level**

(For further information contact Diana Shu at 599-1414)

RECOMMENDATION

Direct C/CAG staff to evaluate MARC Associates, Inc. – Federal Lobbyist for San Mateo County– to determine if C/CAG should consider hiring a federal lobbyist to advocate and represent C/CAG at the Federal Level.

FISCAL IMPACT

Costs associated with sharing a Federal Lobbyist are to be determined. County of San Mateo and SamTrans currently share a contract with MARC Associates, Inc. Current contract amount is approximately \$147,000 for 2 years. SamTrans pays approximately one third of this amount for their share of this contract. Should C/CAG be interested in participating in this contract, further discussions with the County will be required to determine the costs.

SOURCE OF FUNDS

To be determined.

BACKGROUND/DISCUSSION

At the request of the board, C/CAG Staff has contacted Mary McMillian, Deputy County Manager/Legislative Director to discuss the possibility of sharing a Federal Lobbyist to advocate and represent C/CAG on issues or bills at the Federal Legislative Level which may impact our local cities and county.

Attached is a copy of the current contract agreement and scope of services with the County of San Mateo.

ATTACHMENTS:

County of San Mateo Agreement with Independent Contractor (MARC Associates, Inc.) with Exhibit A.

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

8000006
Agreement No. 067831

Contractor Name and Address:

CR 15787

MARC Associates, Inc.

Daniel C. Maldonado, Chief Executive Officer

1101 - 17th Street, Suite 1102

Washington, D.C. 20036-0086

PO 603 530

80110-5855

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

Department: County Manager's Office

Attention: Mary McMillan, Deputy County Manager

Address: 400 County Center

City, State, Zip: Redwood City, CA 94063


It is agreed between the County of San Mateo, California, and Contractor as follows:

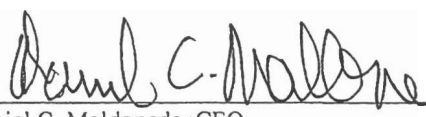
1. **Services to be performed by Contractor** In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto for the COUNTY OF SAN MATEO, County Manager's Office. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.
2. **Contract Term** The term of this two-year Agreement shall be from January 1, 2006 to December 31, 2007 unless terminated earlier by the County.
3. **Payments** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed \$147,000: \$5,583.33 per month in 2006 and up to \$3,000 for reasonable expenses including annual travel costs or an amount not to exceed \$70,000; and \$6,166.66 per month in 2007 and up to \$3,000 for reasonable expenses including annual travel costs, or an amount not to exceed \$77,000. The increase in 2007 is subject to an annual performance review.
4. **Relationship of the Parties** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees.
5. **Workers' Compensation Insurance** The Contractor shall have in effect, during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor certifies awareness of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.
6. **Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself/herself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified by Risk Management.
7. **Hold Harmless** Contractor agrees to indemnify and defend the County, its employees and agents from any and all claims, damages and liability in any way occasioned by or arising out of the negligence of the contractor in the performance of this agreement, including any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended.
8. **Confidentiality** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

067831 STA1

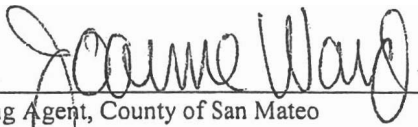
9. **Non-Assignability** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

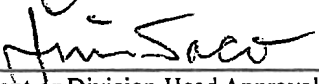
THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

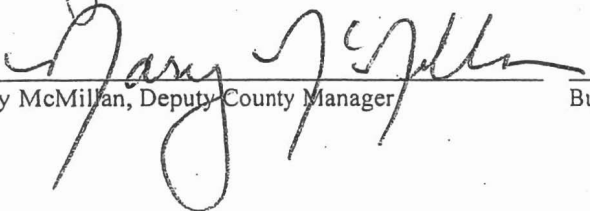
 3/09/06
Contractor's Signature Date


Daniel C. Maldonado, CEO

I hereby certify that the services requested are necessary, that the selection process documentation is accurate, that all insurance certificates including Worker's Compensation are on file in this office, that Risk Management has approved any reductions in Contractor's insurance limits below \$1,000,000, and that no work will commence until this document is signed by the County Purchasing Agent.

 3-27-06
Purchasing Agent, County of San Mateo Date

 3/28/06
Department or Division Head Approval Date


Mary McMillan, Deputy County Manager Budget Unit

10. **Termination of Agreement** The County Purchasing Agent may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
11. **Payment of Permits/Licenses** It shall be the Contractor's responsibility to obtain any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
12. **Non-Discrimination** No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.
- Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.
- To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.
- Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.
- Section 504 applies only to contractors who are providing services to member of the public. Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.
13. **Equal Benefits** With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
14. **Retention of Records** Contractor shall maintain all records related to this Agreement for no less than three years after the County makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the County, the State of California and/or Federal grantor agencies.
15. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** Contractor shall perform all services in accordance with HIPAA, and the Federal regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H.
16. **Merger Clause** This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the County Purchasing Agent. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions, or specifications set forth herein shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between County and Contractor. Further, liability referenced to in section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.
17. **Governing Law** This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo.

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Exhibit "A"
Agreement No. _____

Agreement between the County of San Mateo and MARC Associates, Inc.
Daniel C. Maldonado, Chief Executive Officer
1101 – 17th Street, Suite 102
Washington, D.C. 20036-0086
(202) 833-0007
(202) 833-0086 FAX
Contact: eve@marcassoc.com

I. Description of Services to be Performed by the Contractor

Federal government liaison services. Contractor will provide advocacy and representation of the County of San Mateo interests on federal legislative proposals and administrative matters. MARC Associates, Inc. will review all federal and administrative initiatives to determine their impacts on the County of San Mateo and advise the County and its delegation on those impacts. Specifically, MARC Associates, Inc. will assist the County in securing federal funding for partnership projects approved that have been approved by the Board of Supervisors. Contractor will regularly report progress on efforts in their advocacy of County priorities. Contractor shall provide regular and timely policy, program and funding information and updates on County specific issues.

The Contractor shall provide a list of clients to the County Manager's Office no later than January 31 of each year and within 15 days of adding any new client(s).

II. Amount and Method of Payment

The two-year term of the contract begins on January 1, 2006 and ends on December 31, 2007. The total amount of the contract in 2006 is \$70,000, or \$5,833.33 per month and not more than \$3,000 for reasonable expenses including annual travel costs. The total amount of the contract in 2007 is \$77,000, or \$6,166.66 per month and not more than \$3,000 for reasonable expenses including annual travel costs. Total two-year contract amount is one hundred and forty seven thousand dollars, \$147,000.

The \$7,000 increase allowable in 2007 is subject to annual performance review.

The Contractor shall bill the county monthly.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

Daniel Maldonado 2/20/06
Contractor's Signature Date

DANIEL MALDONADO 2/20/06
Contractor's Name Date
Daniel Maldonado

Jim Saco 3/28/06
Department or Division Head Date

Jim Saco 3/28/06
Department or Division Head Name Date
(Please Print)

James Ward 3-27-06
Purchasing Agent, County of San Mateo Date

Budget Unit

Revised 6/03

Distribution – 1 copy to each: Purchasing Agent, County Manager's Office, Controller, Contractor and Department

57 - AS

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID AH
MARCA-1DATE (MM/DD/YYYY)
02/22/06**PRODUCER**

Howard Insurance Agency, Inc.
5207 Wisconsin Avenue NW
Washington DC 20015
Phone: 202-966-3162 Fax: 202-966-3878

INSURED

MARC Associates, Inc.
1101 17th St NW #1102
Washington DC 20036

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: Hartford Fire Insurance

22357

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
X	GENERAL LIABILITY	42SEABW8631	04/07/05	04/07/06	EACH OCCURRENCE \$1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$300000
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$10000
					PERSONAL & ADV INJURY \$1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$2000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input checked="" type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$2000000
A	AUTOMOBILE LIABILITY	42SEABW8631	04/07/05	04/07/06	COMBINED SINGLE LIMIT (Ea accident) \$2000000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	42WECNL7305	04/07/05	04/07/06	WC STATUTORY LIMITS OTH-ER
	E.L. EACH ACCIDENT \$1000000				
	E.L. DISEASE - EA EMPLOYEE \$1000000				
	E.L. DISEASE - POLICY LIMIT \$1000000				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				
	If yes, describe under SPECIAL PROVISIONS below				
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Those usual to the insureds operations

CERTIFICATE HOLDER

SAN MAT

San Mateo County
Mary McMillan
400 County Center
Redwood City CA 94063

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL PROVIDE WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CLIENT LIST FOR MARC ASSOCIATES

Alameda Reuse & Redevelopment Authority/City of Alameda
American Academy of Dermatology
American Academy of Otolaryngic Allergy
American Academy of Sleep Medicine
American Association of Thoracic Surgery
American Clinical Neurophysiology Society
American Society of Gastrointestinal Endoscopy
American Society of Hematology
American Speech, Language and Hearing Association
American Surgical Hospital Association
American Urological Association
Arbitron, Inc.
California Manufacturing Technology Center
Centennial Homes
Citizens United for Research in Epilepsy (CURE)
City of Pomona
City of Santa Paula
City and County of San Francisco
DeKalb County, Illinois
Educational Credit Management Corporation
Federated Ambulatory Surgery Association
Fine Arts Museums of San Francisco
Galderma
L.A. Care Health Plan
League of California Cities
Los Angeles County Community Development Commission
Los Angeles County Office of Education
LumeRx
MASA Inc.
Medtronic
Metro Gold Line Foothill Extension Construction Authority
National Association of Epilepsy Centers
National Council for Higher Education Loan Programs
National Hemophilia Foundation
NI Industries
Orange County Office of Education
Quantum Technologies
Pediatric Gastroenterology
Riverside County Office of Education
San Bernardino County District Advocates for Better Schools
San Bernardino County Superintendent of Schools
San Diego County Office of Education
San Mateo County
San Mateo County Transit District

Siemens Medical Solutions
Society for Cardiac Angiography and Interventions
Sunstone Behavioral Health (Sunrise)
Tejon Ranch Company
The East Los Angeles Community Union (TELACU)
United States Hispanic Chamber of Commerce
VSM Medtech Systems
White Memorial Medical Center
4D-Neuroimaging